

REMARKS

In response to the Final Office Action dated December 28, 2007, Applicant respectfully requests reconsideration. Claims 1-39 and 41-46 were previously pending in this application. By this amendment, claims 5, 7-9, 18, 21, 22, 31, 34, 35, and 45 have been canceled without prejudice or disclaimer, and claims 1, 2, 4, 6, 10, 14, 20, 23, 27-30, 32, 33, 36-39, and 41 have been amended. As a result, claims 1-4, 6, 10-17, 19, 20, 23-30, 32, 33, 36-39, 41-44, and 46 are pending for examination with claims 1, 14, 27, and 41 being independent claims. No new matter has been added. The application as presented is believed to be in condition for allowance.

Summary of Telephone Interview with Examiner

Applicants' representatives thank the Examiner for the courtesy of a telephone interview on February 12, 2008. During the interview, the rejection of claim 27 under 35 U.S.C. §101, and the rejections of claims 1, 14, 27, and 41 under 35 U.S.C. §112, paragraph 2 were discussed. Proposed amendments to the specification and the claims were also discussed.

Specifically, the Examiner indicated that amending the specification to separate the concepts of "computer readable storage medium" and "computer readable transmission medium," and amending claim 27 to recite, "At least one computer readable storage medium encoded with instructions that are executed in a computer system to perform a method..." would appear to overcome the §101 and §112, second paragraph rejections of claim 27, and place the claim in condition for allowance.

The Examiner also indicated that the proposed amendments to claims 1, 14, 27, and 41 would appear to overcome the §112, second paragraph rejections for each of the claims.

The claim amendments and arguments presented herein may serve as a further summary of the interview.

Rejections under 35 U.S.C. §101

The Office Action rejected claims 27-39 under 35 U.S.C. §101 because the claimed invention allegedly was directed to non-statutory matter. While Applicants respectfully disagree with this assertion, ¶0045 of the Specification has been amended to separate the concepts of

“computer readable storage media” and “computer readable transmission media”, and claim 27 has been amended to recite, “At least one computer readable storage medium encoded with instructions that are executed in a computer system to perform a method...”. As indicated above in connection with the telephone conference, Examiner provided an indication that such amendments would likely overcome the rejection of claim 27-39 under 35 U.S.C. §101. Accordingly, withdrawal of these rejections is respectfully requested. These changes are intended to reorganize the description but not to add new matter.

Rejections under 35 U.S.C. §112

The Office Action rejected to claims 1-39 and 41-46 under 35 U.S.C. §112, second paragraph as allegedly being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicant regards as the invention. Specifically, the Office Action contends that claim 27 is indefinite because the term, “when” is not a requirement that the method is performed. While Applicants respectfully disagree with this assertion, for clarification, claim 27 has been amended to recite, “At least one computer readable storage medium encoded with instructions, that are executable in a computer system to perform a method....” Thus, Claim 27 as amended is not indefinite.

Furthermore, the Office Action contends that “comprising acts of...” in claim 27 is indefinite. For clarification, claim 27 has been amended to recite, “the method comprising acts of...”.

The Office Action also contends that claims 1, 14, 27, and 41 contain limitations that are unclear. Specifically, the Office Action considers “wherein the exchanged management information comprises at least one member of a group comprising a license file and a policy restriction file, and the interacting further comprises...if the exchanged information includes a license file...if the exchanged information includes a policy restriction file...” to be unclear. Claims 1, 14, 27, and 41 have been amended to clarify that the exchanged management information includes at least a license file, a policy restriction file, or both types of files. Each of claims 1, 14, 27, and 41 as amended recites in part, “wherein the exchanged management

information comprises at least a license file **and/or** a policy restriction file...” (emphasis added), and thus each of the independent claims is not indefinite.

Rejections under 35 U.S.C. §103

The Office Action rejected claims 1-5, 11, 13-18, 24, 26, and 41-45 as purportedly being obvious over U.S. Patent Publication No. 2003/0105812 (hereafter, “Flowers”) in view of U.S. Patent Publication No. 2007/0136817 (hereafter, “Nguyen”). Applicants respectfully disagree. However, to further prosecution of the application, claim 1 has been amended to clarify that a management identity and a first collaboration identity are different, and also to include subject matter from claim 7 as previously presented.

Claim 1 as amended recites in part, “...the management identity associated with the managed entity being different than the first identity allowing the first user or first device to be identified by the management server.” The claim further recites “interacting, between the management server and the client software using the management identity, to exchange management information associated with the operation of the managed entity in the peer-to-peer collaboration session separately from the collaborative information exchanged between the first user and the second user..., wherein interacting further comprises: i) creating a client list of policy restrictions in the client software of the managed user, ii) sending the client list to the management server, iii) creating a server list of policy restrictions in the management server, iv) comparing the client list to the server list, and v) adjusting and synchronizing the policy restrictions in the client software based on the comparison on step iv)...”

1. Flowers and Nguyen Fail to Teach or Suggest Management Identities That Are Different From Collaboration Identities

Neither Flowers nor Nguyen teaches or suggests providing an identity to a user or device for management server identification that is different from the identity used for peer-to-peer identification. The Office Action contends that each user in the system of Flowers has two identities, an IP address, and a magic number (Office Action, page 5). Applicants respectfully disagree. In the system of Flowers, users in a peer-to-peer network are identified based on the

currently assigned IP address of their networked device. These IP addresses are provided by a server to other community members who are online to enable setting up peer-to-peer connections (Flowers, ¶0155). Furthermore, in the system of Flowers, the process of transmitting messages in a peer-to-peer connection (i.e., a "PeerChannel") between two users, involves transmitting header information. The first four bytes of the header is a magic number indicating that the transmission comprises header information (Flowers, ¶0158). Neither the assigned IP address nor the magic number can be considered to be a management identity that is different than the identity used to identify a user on the peer-to-peer network.

Nguyen is directed to the management of licenses for gaming systems (Nguyen, abstract). In the system of Nguyen, devices (i.e., gaming machines) may use peer-to-peer transfers to transfer a desired software program from one device to another over a LAN or a WAN, rather than having to download the program from a gaming server (Nguyen, ¶0319; ¶0320; and Fig. 18). However, Nguyen does not specify how devices are identified on the network, other than a device may, "start contacting its neighbors to locate a desired piece of software on the network. Notably, like Flowers, Nguyen also does not teach or suggest providing multiple different identities to users and/or devices in a peer-to-peer network, wherein one identity is used to identify the user/device to a management server, and another different identity is used to identify the user/device on the peer-to-peer network. Accordingly, Flowers and Nguyen, taken alone or in combination, fail to teach or suggest all of the limitations of independent claims 1, 14, 27, and 41, and it is respectfully requested that these rejections be withdrawn.

2. The Cited References Fail To Teach or Suggest a Method of Interacting Between
a Management Server and Client Software

Claim 1 has been amended to include the subject matter of claim 7 to more clearly define the process of interacting between the management server and client software. The Office Action objects to claim 7 as being dependent on a rejected base claim, but indicates that it would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims. Accordingly, the inclusion of the subject matter of claim 7 into

claim 1 places claim 1 in condition for allowance, and at least for this additional reason, it is respectfully requested that the rejection to claim 1 be withdrawn.

Claims 2-4, 6, and 10-13 depend from claim 1, claims 15-17, 19, 20, and 23-26 depend from claim 14, claims 28-30, 32, 33, and 36-39 depend from claim 27, and claims 42-44 and 46 depend from claim 41. Each of these dependent claims are allowable for at least the same reasons as their respective base claim.

3. Canceled Claims

In this amendment, claims 5, 7-9, 18, 21, 22, 31, 34, 35, and 45 have been canceled without prejudice or disclaimer. Applicants reserve the right to pursue the subject matter of the canceled claims in the present application or in another application filed subsequent to the present application.

CONCLUSION

A Notice of Allowance is respectfully requested. The Examiner is requested to call the undersigned at the telephone number listed below if this communication does not place the case in condition for allowance.

If this response is not considered timely filed and if a request for an extension of time is otherwise absent, Applicant hereby requests any necessary extension of time. If there is a fee occasioned by this response, including an extension fee, that is not covered by an enclosed check, please charge any deficiency to Deposit Account No. 23/2825.

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Respectfully submitted,

By: 

Edmund J. Walsh, Reg. No. 32,950
Wolf, Greenfield & Sacks, P.C.
600 Atlantic Avenue
Boston, Massachusetts 02210-2206
Telephone: (617) 646-8000